

EXHIBIT N

PART 14

100-44-514-3003

[Faint, illegible handwritten text]

1998-1999

1992-1993

[illegible]

Very Respectfully, Yours

— 1950 —

1957年5月25日

1940-1941

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

1992 8-17-2000 12-9-2000

Neuroendocrine: Pituitary

1997-1998

100

44-38861-243-73-108

Also: The President's Department

...the ... of ...

22 June 1964

The Agreement incorporates all prior discussions and agreements between the Parties with respect to subject matter hereof, including, without limitation, the letter agreement dated April 23, 1992 between and among QAD, "Arm-Hand" Systems and Teleview Mobile and the Voting Agreement, and occupies the sole and entire agreement between the Parties with respect to the subject matter hereof.

12.1 Waiver

No term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver of any term or condition of this Agreement, in one or more instances, shall be construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by applicable law otherwise afforded, will be cumulative and not alternative.

12.2 Amendments

This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party herein.

12.3 No Assignment, Binding Effect, No Third Party Beneficiary

Except as expressly provided herein, neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Parties. Any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns. The terms and provisions of this Agreement are intended solely for the benefit of each Party and its successors and permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person other than any Person entitled to indemnity under Article X.

12.4 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without giving effect to any conflicts of laws principles which would result in the application of the laws of another jurisdiction.

12.5 Severability

If any provision in this Agreement or any other document executed in connection herewith is or shall become invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability of such provision in such jurisdiction shall not affect or impair the validity, enforceability of (a) any other provision of this Agreement or any such other document in such jurisdiction or (b) such provision or any other provision of this Agreement or any such other document in any other jurisdiction.

12.6 Further Assurances

From time to time, at any Party's reasonable request and without further consideration, each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

17. SEVERABILITY

The provisions contained in this Agreement are for convenience of reference only, and do not constitute a contract and in no way interpret or construe the provisions hereof.

18. COUNTERPARTS

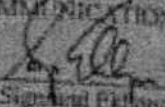
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

113

IN WITNESS WHEREOF, each of the Parties has caused this Shareholders Agreement to be executed by its duly authorized officer as of the day and year first above written.


The Shareholders

TELENOB-MOBILE
COMMUNICATIONS

By 
Sigal Pikhogen
Attorney-in-Fact



STORM LLC

By 
Valery V. Nidim
General Director



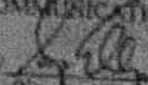
The Company



IN WITNESS WHEREOF, each of the Parties has caused this Shareholders Agreement
to be executed by its duly authorized officer as of the day and year first above written.

The Shareholders

TELENOX MOBILE
COMMUNICATIONS

By 
Sigmund Ekblom
Attorney-in-Fact



STORM LLC

By _____
Valeriy V. Nilon
General Director

The Company



IN WITNESS WHEREOF, each of the Parties has caused this Shareholders Agreement to be executed by its duly authorized officer as of the day and year first above writing.

The Shareholders

TILENOR MOBILE
COMMUNICATIONS AS

By Sigmund Ebbesen
Authorized Signatory

STORM LLC

By Valery V. Klov
General Director

The Company

CLOSED JOINT STOCK COMPANY
"KYIVSTAR G.S.M."

By Igor V. Lytovchenko
President

126

Schedule 1

Shareholdings

Name of Shareholder	Number of Securities	Percentage Ownership
12600 Communications AS	5,013,044	51.354517%
12600	4,771,442	49.045483%
12600	10,687,309	100%

Procedures for Determination of Fair Market Value

Schedule 2

Fair Market Value of Securities Not Listed, Quoted or Traded on a National or International Securities Exchange or Market

Parties having an interest in the determination of the Fair Market Value of a security which is not listed, quoted or traded on a national or international securities exchange or market shall make good faith and reasonable best efforts to mutually agree upon the Fair Market Value of the security as soon as possible.

The following procedure shall be applied assuming that the parties cannot agree on the determination of Fair Market Value within fourteen (14) days (the "Initial Period") of a request being made for the determination of Fair Market Value of a specific item:

(a) Each party shall select one Appraiser from the list set forth below (the "Appraiser"). Within fourteen (14) days of the termination of the Initial Period, each such Appraiser independently shall determine the Fair Market Value of the security having equal access to information. Each Appraiser shall not be aware of the results of the other one before it has submitted its own valuation. If a party does not timely choose an Appraiser, or such Appraiser has not been selected and which has completed its valuation on time shall be final and binding on the parties and enforceable as a final arbitral award.)

If the higher valuation is not more than 115% of the lower valuation, then the item shall be valued at the average of both valuations and such average shall be final and binding on the parties and enforceable as a final arbitral award.

If the higher valuation is more than 115% of the lower valuation, then the Appraisers selected by the parties shall select a third Appraiser (which Appraiser shall be selected from the list of Appraisers set forth below) that on its turn shall as soon as reasonably practicable but within fourteen (14) days from its selection determine the Fair Market Value of the item having the same access to information.

The Appraiser shall not be informed of results of the previous reports before it has submitted its own final report.

The lower of the three valuations shall be excluded and the item shall be valued at the average of the two higher valuations. Such valuation shall be final and binding on the parties and enforceable as a final arbitral award.

For the purposes of this Section 1, the Fair Market Value of a Security shall be determined by one of the following five (5) Appraisers (which entity shall meet the requirements of an Appraiser as defined in this Agreement, at the time of its selection):

128

Section 6.01
 J. Morgan Chase & Co.
 12000 North Central
 Dallas, Texas

Fair Market Value of Securities Listed, Quoted or Traded on a National or International Securities Market or Exchange:

The Fair Market Value of any securities listed and traded or quoted on a national or international securities market or exchange shall be, as of the date of determination thereof, the average of the "last" sales for each security for the thirty (30) trading days immediately preceding such date of determination. As used herein, "Market Price" shall mean the price of the stock or bond as reported on the exchange.

10. In the event of the last reported sales price regular way on the principal U.S. national market or exchange on which the securities are listed or intended to trading.

11. If there is no such reported sales price on such day, on the basis of the average of highest closing bid and asked prices regular way on the principal U.S. securities market or exchange on which the securities are listed or intended to trading or

12. If not so quoted, on the basis of the closing price on the principal international securities market on which the securities are listed and traded.

Fair Market Value of Offer Notice Consideration and Relevant Obligations:

The Fair Market Value of any consideration set forth in an Offer Notice (the purposes of Section 6.01) or a Relevant Obligation (the purposes of Section 6.02) shall be determined by one of a variety of (1) Appraisers (which entity shall meet the requirements of an Appraiser as set forth in the Agreement, at the time of the submission submitted by the Parties to the relevant market or financial Party, as applicable).

Section 6.02
 J. Morgan Chase & Co.
 12000 North Central
 Dallas, Texas

When required in determining such Fair Market Value shall be divided evenly by the number of shares outstanding.

